

# EXHIBIT 1

### PROMISSORY NOTE

**\$500,000.00**

June 4, 2014

Maturity Date: Sept 30, 2017.

1. For value received, **RAYMOND PIRRELLO** (hereinafter "Maker"), promises to pay to the order of **THOMAS W. AVENT Jr.**, (hereinafter "Payee"), the principal sum of **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00)** with interest thereon at the rate of        (       %) per annum from and after June       , 2014, and with all principal and interest being due and payable on                                 , 20      .

2. All payments and other amounts due hereunder from Maker to Payee shall be in good and lawful money of the United States.

3. This note and all interest shall be payable at 303 Peachtree Street NE Suite 2000 Atlanta, GA, 30308, or such other place as Payee may designate in writing.

4. Maker may prepay the indebtedness evidenced by this Note in whole or in part at any time without penalty.

5. Time is of the essence with respect to this Promissory Note. Upon the occurrence of any "Event of Default" (as defined below), it is agreed that Payee shall not be required to provide any notice to Maker, written or otherwise, prior to declaring the entire unpaid balance of the principal sum and all accrued interest thereon immediately due and payable. For purposes of the Note any of the following shall constitute an event of default:

(i) Failure of Maker to pay all outstanding principal and accrued interest within ten (10) days after such payment is due;

(ii) Maker's commencement of any case, proceeding or other action (a) under any existing or future law relating to bankruptcy, insolvency, or reorganization, seeking to have an order for relief entered with respect to himself or seeking to adjudicate himself a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to his debts or (b) seeking appointment of a receiver, trustee, custodian or other similar official for himself for the benefit of a creditor.

6. Maker hereby waives demand of payment, presentment for payment, protest, notice of non-payment, dishonor and all other notices; filing of suits; and diligence in collecting this Note or enforcing any security given therefor.

7. The failure of the Payee to exercise any remedy or option set forth in this Note shall not constitute a waiver of the right to exercise such remedy or option, or any other remedy at any subsequent time. Payee shall not be liable: (i) for failure to collect or for lack of diligence in bringing suit on this Note (or on any renewal or extension thereof) or against any security which may be given to secure payment

hereof; (ii) for failure to make demand or presentment for payment or to protest or to give notice of protest, dishonor, or nonpayment or any other notice; or (iii) for any act or omission or commission except gross negligence and willful misconduct. The acceptance by Payee of any payment which is less than the total of all payments due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise otherwise provided by law.

8. If this Note is placed in the hands of any attorney to enforce the collection of principal and/or interest or if such is collected through any judicial proceedings or otherwise, then Maker agrees to pay, in addition to all amounts owing hereunder, all actual expenses and costs of collection including, without limitation, court costs and reasonable attorney's fees incurred by Payee.

9. If any provision of this Note or the application thereof to any party is held invalid or unenforceable, the remainder of this Note and the application of such provision to other parties or circumstances shall not be affected thereby, the provisions of this Note being severable in any such instance.

10. The terms and provisions of this Promissory Note shall be governed by the laws of the State of Georgia.

11. Maker acknowledges and agrees that this Note is given in consideration for the settlement of a dispute between Maker and Payee regarding monetary damages suffered by Payee due to actions taken by Maker in handling Payee's securities account entrusted to Maker by Payee.

IN WITNESS WHEREOF, Maker has executed this Promissory Note on this the 4 day of June, 2014.

Witnesses:

"MAKER"

  
RAYMOND PIRRELLO